

COUNTY OF PLACER, A POLITICAL SUBDIVISION 11476 C AVENUE AUBURN, CA 95603 MARY DIETRICH

January 29, 2015

Enclosed please find the title insurance policy for your property located at

VARIOUS ADDRESSES ON N. LAKE BLVD/SALMON/FOX, KINGS BEACH, CA 96143

Please review this policy in its entirety. In the event that you find any discrepancy, or if you have any questions regarding your final title policy, you may contact Sue Fish

Phone: 916-624-8141

Fax: 916-624-5592

Please refer to our Order No. 102-41071\*2

We will retain a copy of this policy so we will be able to provide future products and services to you quickly and efficiently.

Thank you for giving us the opportunity to serve you.

Sincerely,

PLACER TITLE COMPANY

### POLICY OF TITLE INSURANCE ISSUED BY



SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

- 1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
- 2. Any defect in or lien or encumbrance on the title;
- 3. Unmarketability of the title;
- 4. Lack of a right of access to and from the land; and in addition, as to an insured lender only;
- 5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
- 6. The priority of any lien or encumbrance over the lien of the insured mortgage, said mortgage being shown in Schedule B in the order of its priority;
- 7. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule B, or the failure of the assignment shown in Schedule B to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

Signed under seal for the Company, but this Policy is to be valid only when it bears an authorized countersignature.

Issuing Agent:

PLACER TITLE COMPANY 5828 LONETREE BLVD. SUITE 200 ROCKLIN, CA 95765 Agent ID: 050081

Authorized Counters gnature

stewart title guaranty company

TEXAS

Matt Morris

Matt Morris
President and CEO

Denise Carraux Secretary

CLTA STANDARD COVERAGE POLICY - 1990

(Rev. 1-19-91)

STG.CLTAO

Policy Serial No.

O-2228-000394199

#### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encum-

brance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:

(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;

(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

(c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or

(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.

4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.

5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.

6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

#### CONDITIONS AND STIPULATIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors. The term "insured" also includes

(i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of the indebtedness except a successor who is an obligor under the provisions of Section 12(c) of these Conditions and Stipulations (reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor insured, unless the successor acquired the indebtedness as a purchaser for value without knowledge of the asserted defect lien, encumbrance, adverse claim or other matter insured against by this policy as affecting title to the estate or interest in the land);

(ii) any governmental agency or governmental instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaran-

teeing the indebtedness secured by the insured mortgage, or any part thereof, whether named as an insured herein or not;

(iii) the parties designated in Section 2(a) of these Conditions and Stipulations.

(b) "insured claimant": an insured claiming loss or damage.

"insured lender": the owner of an insured mortgage.

(d) "insured mortgage": a mortgage shown in Schedule B, the owner of which is named as an insured in Schedule A.

(e) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(f) "land": the land described in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(g) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(h) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real

property to purchasers for value and without knowledge.

(i) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A or the insured mortgage to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE.

(a) After Acquisition of Title by Insured Lender. If this policy insures the owner of the indebtedness secured by the insured mortgage, the coverage of this policy shall continue in force as of Date of Policy in favor of (i) such insured lender who acquires all or any part of the estate or interest in the land by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage; (ii) a transferee of the estate or interest so acquired from an insured corporation, provided the transferee is the parent or wholly-owned subsidiary of the insured corporation, and their corporate successors by operation of law and not by purchase, subject to any rights or defenses the Company may have against any predecessor insureds; and (iii) any governmental agency or governmental instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage.

(b) After Conveyance of Title by an Insured. The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from an insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured

by a purchase money mortgage given to an insured.

(c) Amount of Insurance. The amount of insurance after the acquisition or after the conveyance by an insured lender shall in neither event exceed the least of:

(i) The amount of insurance stated in Schedule A:

(ii) The amount of the principal of the indebtedness secured by the insured mortgage as of Date of Policy, interest thereon, expenses of foreclosure, amounts advanced pursuant to the insured mortgage to assure compliance with laws or to protect the lien of the insured mortgage prior to the time of acquisition of the estate or interest in the land and secured thereby and reasonable amounts expended to prevent deterioration of improvements, but reduced by the amount of all

(iii) The amount paid by any governmental instrumentality, if the agency or the instrumentality is the insured claimant, in the

acquisition of the estate or interest in satisfaction of its insurance contracage guaranty.

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

An insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in 4(a) below; (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to that insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice. 4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by an insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of such insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of such insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by an insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, or to prevent or reduce loss or damage to an insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any

adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, an insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for this purpose. Whenever requested by the Company, an insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured. If the Company is prejudiced by the failure of an insured to furnish the required cooperation, the Company's obligations to such insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by each insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of an insured claimant to provide the required proof of loss or damage, the Company's obligations to such insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring

such proof of loss or damage.

In addition, an insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by an insured claimant provided to the Company pursuant to this Section shall not be disclosed to other unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of an insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that insured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options: (a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.

(i) to pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay for; or

(ii) in case loss or damage is claimed under this policy by the owner of the indebtedness secured by the insured mortgage, to purchase the indebtedness secured by the insured mortgage for the amount owing thereon together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of purchase and which the Company is obligated to pay. If the Company offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall transfer, assign, and convey the indebtedness and

the insured mortgage, together with any collateral security, to the Company upon payment therefor.

Upon the exercise by the Company of the option provided for in paragraph a(i), all liability and obligations to the insured under this policy, other than to make the payment required in that paragraph, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the the policy shall be surrendered to the Company for cancellation.

Upon the exercise by the Company of the option provided for in paragraph a(ii) the Company's obligation to an insured lender under this policy for the claimed loss or damage, other than the payment required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs b(i) or b(ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or insured by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy to an insured lender shall not exceed the least of:

#### CONDITIONS AND STIPULATIONS (Continued)

(i) the Amount of Insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in Section 2(c) of these Conditions and Stipulations; (ii) the amount of the unpaid principal indebtedness secured by the insured mortgage as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage insured against by this policy occurs, together with interest

(iii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or

encumbrance insured against by this policy.

(b) In the event the insured lender has acquired the estate or interest in the manner described in Section 2(a) of these Conditions and Stipulations or has conveyed the title, then the liability of the Company shall continue as set forth in Section 7(a) of these Conditions and Stipulations. (c) The liability of the Company under this policy to an insured owner of the estate or interest in the land described in Schedule A shall not exceed the

least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy. (d) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, or otherwise establishes the lien of the insured mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, or, if applicable,

to the lien of the insured mortgage, as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without

the prior written consent of the Company.

(d) The Company shall not be liable to an insured lender for: (i) any indebtedness created subsequent to Date of Policy except for advances made to protect the lien of the insured mortgage and secured thereby and reasonable amounts expended to prevent deterioration of improvements; or (ii) construction loan advances made subsequent to Date of Policy, except construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the land which at Date of Policy were secured by the insured mortgage and which the insured was and continued to be obligated to advance at and after Date of Policy.

9. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of insurance pro tanto. However, as to an insured lender, any payments made prior to the acquisition of title to the estate or interest as provided in Section 2(a) of these Conditions and Stipulations shall not reduce pro tanto the amount of insurance afforded under this policy as to any such insured, except to the extent that the payments reduce the amount of the indebtedness secured by the insured mortgage.

(b) Payment in part by any person of the principal of the indebtedness, or any other obligation secured by the insured mortgage, or any voluntary partial satisfaction or release of the insured mortgage, to the extent of the payment, satisfaction or release, shall reduce the amount of insurance pro tanto. The amount of insurance may thereafter be increased by accruing interest and advances made to protect the lien of the insured mortgage and secured thereby, with

interest thereon, provided in no event shall the amount of insurance be greater than the Amount of Insurance stated in Schedule A.

(c) Payment in full by any person or the voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company to an insured lender except as provided in Section 2(a) of these Conditions and Stipulations.

10. LIABILITY NONCUMULATIVE. It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

The provisions of this Section shall not apply to an insured lender, unless such insured acquires title to said estate or interest in satisfaction of the

indebtedness secured by an insured mortgage.

11. PAYMENT OF LOSS

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall

be payable within 30 days thereafter.

12. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated (i) as to an insured owner, to all rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss; and (ii) as to an insured lender, to all rights and remedies of the insured claimant after the insured claimant shall have recovered its principal, interest, and costs of collection.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Insured's Rights and Limitations

Notwithstanding the foregoing, the owner of the indebtedness secured by an insured mortgage, provided the priority of the lien of the insured mortgage or its enforceability is not affected, may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness.

When the permitted acts of the insured claimant occur and the insured has knowledge of any claim of title or interest adverse to the title to the estate or interest or the priority or enforceability of the lien of an insured mortgage, as insured, the Company shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

#### CONDITIONS AND STIPULATIONS (Continued)

(c) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall-exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

The Company's right of subrogation shall not be avoided by acquisition of an insured mortgage by an obligor (except an obligor described in Section 1(a)(ii) of these Conditions and Stipulations) who acquires the insured mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond and the obligor

will not be an insured under this policy, notwithstanding Section 1(a)(i) of these Conditions and Stipulations.

13. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title

to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company. 15. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

16. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at P.O. Box 2029, Houston, Texas 77252-2029, and identify this policy by is printed policy serial number which appears on the bottom of the front page of this policy.

#### SCHEDULE A

Order No.:

102-41071\*2

Policy No.:

O-2228-000394199

Date of Policy:

December 31, 2014 at 2:30 p.m.

**Amount of Insurance:** \$6,000,000.00

Premium:

\$0.00

1. Name of Insured:

THE COUNTY OF PLACER, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

2. The estate or interest in the land which is covered by this Policy is:

A FEE SIMPLE

3. Title to the estate or interest in the land is vested in:

THE COUNTY OF PLACER, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

4. The land referred to in this policy is described as follows:

SEE EXHIBIT "A" ATTACHED

Policy Issuing Agent for Stewart Title Guaranty Company

Order No. 102-41071\*2 Policy No. O-2228-000394199

### **EXHIBIT "A" LEGAL DESCRIPTION**

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

#### PARCEL ONE:

LOTS 29, 30 AND A PORTION OF LOT 31, BLOCK "VW", AS SHOWN ON THE MAP OF "BROCKWAY VISTA SUBDIVISION" AS FILED IN BOOK "D" OF MAPS AT PAGE 16, PLACER COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 29 AS SHOWN ON SAID MAP THENCE FROM THE POINT OF BEGINNING ALONG THE SOUTH LINE OF SAID LOTS 29, 30 AND 31 WEST 53.30 FEET TO A POINT OF THE SOUTH LINE OF SAID LOT 31; THENCE LEAVING SAID SOUTH LINE NORTH 125.00 FEET TO THE NORTH LINE OF SAID LOT 31; THENCE ALONG THE NORTH LINE OF SAID LOTS 31, 30 AND 29 EAST 53.30 FEET TO THE NORTHEAST CORNER OF SAID LOT 29; THENCE ALONG THE EAST LINE OF SAID LOT 29 SOUTH 125.00 FEET TO THE POINT OF BEGINNING.

A.P.N. 090-126-039

#### PARCEL TWO:

LOT 32 AND A PORTION OF LOT 31, BLOCK "VW", AS SHOWN ON THE MAP OF "BROCKWAY VISTA SUBDIVISION" AS FILED IN BOOK "D" OF MAPS AT PAGE 16, PLACER COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 32; THENCE ALONG THE WEST LINE OF SAID LOT 32 NORTH 125 FEET TO THE NORTHWEST CORNER THEREOF; THENCE ALONG THE NORTH LINE OF SAID LOTS 32 AND 31 EAST 46.70 FEET TO A POINT OF THE NORTH LINE OF SAID LOT 31; THENCE LEAVING SAID NORTH LINE SOUTH 125.00 FEET TO THE SOUTH LINE OF SAID LOT 31; THENCE ALONG THE SOUTH LINE OF SAID LOTS 31 AND 32 WEST 46.70 FEET TO THE POINT OF BEGINNING.

A.P.N. 090-126-040

#### PARCEL 3:

LOTS 38, 39, AND THE EAST 12.5 FEET OF LOT 40 IN BLOCK "VW" OF "BROCKWAY VISTA SUBDIVISION AS SHOWN ON THE MAP FILED ON APRIL 6, 1926 IN BOOK "D" OF MAPS, PAGE 16, PLACER COUNTY RECORDS.

APN: 090-126-024 (PORTION)

#### PARCEL 4:

LOTS 40 AND 41 IN BLOCK "VW" OF "BROCKWAY VISTA", IS PER MAP FILED APRIL 6, 1926 IN BOOK "D" OF MAPS, PAGE 16, PLACER COUNTY RECORDS.

EXCEPTING FROM SAID LOT 40 THE EAST 12.5 FEET THEREOF.

# EXHIBIT "A" LEGAL DESCRIPTION (Continued)

APN: 090-126-024 (PORTION)

#### PARCEL 5:

LOTS NUMBERED 33, 34, 35, 36, AND 37 IN BLOCK LETTERD "VW" AS SAID LOTS ARE SHOWN UPON THAT CERTAIN MAP ENTITLED "BROCKWAY VISTA SUBDIVISION", FILED APRIL 6, 1926 IN BOOK "D" OF MAPS AT PAGE 16, PLACER COUNTY RECORDS.

APN: 090-126-021 AND 090-126-022

#### PARCEL 6:

LOTS NUMBERED 36 AND 37 IN BLOCK LETTERED "BA" AS SAID LOTS AND BLOCK ARE SHOWN UPON THAT CERTAIN MAP ENTITLED "BROCKWAY VISTA SUBDIVISION", FILED APRIL 6, 1926 IN BOOK "D" OF MAPS, AT PAGE 16 ET SEQ., IN THE OFFICE OF THE PLACER COUNTY RECORDER.

APN: 090-133-003

#### PARCEL 7:

LOTS 1, 32, 33, 34 AND 35, BLOCK "BA", AS SHOWN ON MAP ENTITLED "BROCKWAY VISTA SUBDIVISION" FILED RECORDER IN THE OFFICE OF THE RECORDER OF THE COUNTY OF PLACER IN BOOK "D" OF MAPS, AT PAGE 16.

APN: 090-133-005

#### PARCEL 8:

LOTS NUMBERED 2 AND 3 IN BLOCK LETTERED "BA" AS SAID LOTS AND BLOCK ARE SHOWN UPON THAT CERTAIN MAP ENTITLED, "BROCKWAY VISTA SUBDIVISION", FILED APRIL 6, 1926 IN BOOK "D" OF MAPS AT PAGE 16, IN THE OFFICE OF THE RECORDER OF PLACER COUNTY.

APN: 090-133-006

### PARCEL 9:

LOTS 4, 5, 6, 7, 8 AND 9, BLOCK "BA", AS SHOWN AND DESIGNATED ON THAT MAP ENTITLED "BROCKWAY VISTA SUBDIVISION", FILED IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY, CALIFORNIA, ON APRIL 6, 1926 IN BOOK "D" OF MAPS, AT PAGE 16.

APN: 090-133-007

#### PARCEL 10:

LOTS 26, 27, 28, 29, 30 AND 31, BLOCK "BA" AS SHOWN AND DESIGNATED ON THAT MAP

# EXHIBIT "A" LEGAL DESCRIPTION (Continued)

ENTITLED" BROCKWAY VISTA SUBDIVISION", FILED IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY, CALIFORNIA, ON APRIL 6, 1926 IN BOOK "D" OF MAPS, AT PAGE 16.

APN: 090-133-015

PARCEL 11:

LOTS 14 AND 15, BLOCK "BA", AS SHOWN AND DESIGNATED ON THAT MAP ENTITLED "BROCKWAY VISTA SUBDIVISION", FILED IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY, CALIFORNIA, ON APRIL 6, 1926, IN BOOK "D" OF MAPS, AT PAGES 16A, 16B, 16C AND 16D.

APN: 090-133-009

PARCEL 12:

LOTS 10, 11, 12 AND 13, BLOCK "BA" AS SHOWN AND DESIGNATED ON THAT MAP ENTITLED "BROCKWAY VISTA", FILED IN THE OFFICE OF THE COUNTY RECORDER OF PLACER COUNTY, CALIFORNIA, IN BOOK "D" OF MAPS, AT PAGE 16 ET SEQ.

APN: 090-133-008

PARCEL 13:

LOTS NUMBERED 16, 17, 18, 19 AND 20 IN BLOCK "BA" OF BROCKWAY VISTA SUBDIVISION FILED APRIL 6, 1926 IN BOOK "D" OF MAPS AT PAGE 16, PLACER COUNTY RECORDS.

APNS: 090-133-011 AND 090-133-019 (FORMERLY 090-133-010)

PARCEL 14: LOTS 38 AND 39, BLOCK "BA" AS SHOWN ON THAT CERTAIN MAP ENTITLED MAP OF BROCKWAY VISTA SUBDIVISION, FILED IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, ON APRIL 6, 1926, IN BOOK "D" OF MAPS, AT PAGE 16, ET SEQ.

APN: 090-133-016

PARCEL 15: LOTS 40, 41, 42, 43, 44 AND 45 BLOCK BA AS SHOWN ON THAT CERTAIN MAP ENTITLED, "BROCKWAY VISTA SUBDIVISION", FILED IN THE OFFICE OF THE RECORDER OF PLACER COUNTY ON APRIL 6, 1926, IN BOOK D OF MAPS, PAGE 16.

A.P.N. 090-133-021 (FORMERLY 090-133-018)

Order No. 102-41071\*2 Policy No. 0-2228-000394199

#### SCHEDULE B PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

- 2. Any facts, rights, interest or claims which are not shown by the public records, but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
- 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other factors which a correct survey would disclose, and which are not shown by the public records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
- 6. Any lien or right to a lien for services, labor or material not shown by the public records.

Order No. Policy No.

102-41071\*2 O-2228-000394199-

#### SCHEDULE B - PART II **EXCEPTIONS**

1. THE FOLLOWING ITEMS AFFECT PARCELS 1 AND 2

2. TAXES, SPECIAL AND GENERAL, ASSESSMENT DISTRICTS AND SERVICE AREAS FOR THE FISCAL YEAR 2014-2015, A LIEN, FIRST INSTALLMENT PAID; SECOND INSTALLMENT OPEN.

3. TAXES, SPECIAL AND GENERAL, ASSESSMENT DISTRICTS AND SERVICE AREAS FOR

THE FISCAL YEAR 2013-2014:

1ST INSTALLMENT:

\$3,832.73

DELINQUENT

2ND INSTALLMENT: \$3,484.30

DELINQUENT

ASSESSED VALUATIONS:

LAND: \$250,237.00

IMPROVEMENTS: \$337,277.00

EXEMPTION: \$0.00

PARCEL NO.:

090-126-039

CODE AREA: 091-036

NOTE: FIRST INSTALLMENT IS DUE NOVEMBER 1 AND DELINQUENT DECEMBER 10. SECOND INSTALLMENT IS DUE FEBRUARY 1 AND DELINQUENT APRIL 10.

4. TAXES, SPECIAL AND GENERAL, ASSESSMENT DISTRICTS AND SERVICE AREAS FOR

THE FISCAL YEAR 2013-2014:

1ST INSTALLMENT: \$1,460.47

DELINQUENT

2ND INSTALLMENT: \$1,470.47

DELINQUENT

ASSESSED VALUATIONS:

LAND: \$228,478.00

IMPROVEMENTS: \$0.00

EXEMPTION: \$0.00

PARCEL NO.: 090-126-040

CODE AREA: 091-036

NOTE: FIRST INSTALLMENT IS DUE NOVEMBER 1 AND DELINQUENT DECEMBER 10. SECOND INSTALLMENT IS DUE FEBRUARY 1 AND DELINQUENT APRIL 10.

5. THE HEREIN DESCRIBED PROPERTY HAS BEEN DECLARED TAX DEFAULTED FOR NON-PAYMENT OF DELINQUENT TAXES FOR THE FISCAL YEAR 2008-2009 AND

SUBSEQUENT YEARS, IF ANY. SALE NO. 090-002-928:

AMOUNT TO REDEEM PRIOR TO MAY 31, 2014, IS \$46,241.39. AMOUNT TO REDEEM PRIOR TO JUNE 30, 2014, IS \$46,647.09.

AMOUNT TO REDEEM PRIOR TO DECEMBER 31, 2014, IS \$57,975.91.

PARCEL NO. 090-126-039

6. THE HEREIN DESCRIBED PROPERTY HAS BEEN DECLARED TAX DEFAULTED FOR NON-PAYMENT OF DELINQUENT TAXES FOR THE FISCAL YEAR 2008-2009 AND SUBSEQUENT YEARS, IF ANY. SALE NO. 090-002-929: AMOUNT TO REDEEM PRIOR TO MAY 31, 2014, IS \$16,908.89. AMOUNT TO REDEEM PRIOR TO JUNE 30, 2014, IS \$17,056.52.

PLACER TITLE COMPANY

Policy Issuing Agent for Stewart Title Guaranty Company

CLTA.OWNERS.BII

102-41071\*2

Policy No. O-2228-000394199

### SCHEDULE B - PART II **EXCEPTIONS** (continued)

AMOUNT TO REDEEM PRIOR TO DECEMBER 31, 2014, IS \$21,704.18. PARCEL NO. 090-126-040

- 7. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5, (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE, OF THE STATE OF CALIFORNIA.
- 8. ANY TAXES OR ASSESSMENTS LEVIED BY:
  - A. TAHOE TRUCKEE SANITATION AGENCY
  - B. TAHOE TRUCKEE SCHOOL DISTRICT
  - C. NORTH TAHOE PUBLIC UTILITY DISTRICT
- 9. THE TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN AN AGREEMENT ENTITLED "STATEMENT OF INSTITUTION OF REDEVELOPMENT PURSUANT TO HEALTH AND SAFETY CODE SECTION 33373 NORTH LAKE TAHOE, REDEVELOPMENT PLAN", EXECUTED BY THE COUNTY OF PLACER, DATED JULY 16, 1996, RECORDED JULY 18, 1996, AS INSTRUMENT NO. 96-041246, OFFICIAL RECORDS.

REFERENCE IS HEREBY MADE TO SAID INSTRUMENT FOR FULL PARTICULARS.

- 10. INTENTIONALLY LEFT BLANK
- 11. THE FOLLOWING ITEMS AFFECT PARCELS 3 THRU 13
- 12. TAXES, SPECIAL AND GENERAL, ASSESSMENT DISTRICTS AND SERVICE AREAS FOR THE FISCAL YEAR 2014-2015, A LIEN, FIRST INSTALLMENT PAID; SECOND INSTALLMENT OPEN.
- 13. TAXES, SPECIAL AND GENERAL, ASSESSMENT DISTRICTS AND SERVICE AREAS FOR THE FISCAL YEAR 2013-2014:

1ST INSTALLMENT:

\$3,839.58

DELINOUENT

2ND INSTALLMENT: \$3,849.58

DELINQUENT

ASSESSED VALUATIONS:

LAND: \$490,358.00

IMPROVEMENTS: \$0.00

EXEMPTION: \$0.00

PARCEL NO.: 090-126-024

CODE AREA: 091-036

ASSESSMENT NO.:

NOTE: FIRST INSTALLMENT IS DUE NOVEMBER 1 AND DELINQUENT DECEMBER 10. SECOND INSTALLMENT IS DUE FEBRUARY 1 AND DELINQUENT APRIL 10.

14. TAXES, SPECIAL AND GENERAL, ASSESSMENT DISTRICTS AND SERVICE AREAS FOR THE FISCAL YEAR 2013-2014:

1ST INSTALLMENT: \$2,574.41

DELINQUENT -

2ND INSTALLMENT: \$2,584.41

DELINQUENT

102-41071\*2

Policy No.

O-2228-000394199

### SCHEDULE B - PART II **EXCEPTIONS** (continued)

ASSESSED VALUATIONS:

LAND: \$305,617.00

IMPROVEMENTS: \$0.00

EXEMPTION: \$0.00

PARCEL NO.: 090-126-021

CODE AREA: 091-036

ASSESSMENT NO.:

NOTE: FIRST INSTALLMENT IS DUE NOVEMBER 1 AND DELINQUENT DECEMBER 10.

SECOND INSTALLMENT IS DUE FEBRUARY 1 AND DELINQUENT APRIL 10.

15. TAXES, SPECIAL AND GENERAL, ASSESSMENT DISTRICTS AND SERVICE AREAS FOR

THE FISCAL YEAR 2013-2014:

1ST INSTALLMENT:

\$3,617.59

DELINQUENT

2ND INSTALLMENT: \$3,627.59

DELINQUENT

ASSESSED VALUATIONS:

LAND: \$305,617.00

IMPROVEMENTS: \$0.00

EXEMPTION: \$0.00

PARCEL NO.: 090-126-022

CODE AREA: 091-036

ASSESSMENT NO.:

NOTE: FIRST INSTALLMENT IS DUE NOVEMBER 1 AND DELINQUENT DECEMBER 10.

DELINOUENT

SECOND INSTALLMENT IS DUE FEBRUARY 1 AND DELINQUENT APRIL 10.

16. TAXES, SPECIAL AND GENERAL, ASSESSMENT DISTRICTS AND SERVICE AREAS FOR

THE FISCAL YEAR 2013-2014:

1ST INSTALLMENT: \$3,158.93

DELINOUENT

2ND INSTALLMENT: \$3,168.93

ASSESSED VALUATIONS:

LAND: \$170,000.00

IMPROVEMENTS: \$250,000.00

EXEMPTION: \$0.00

PARCEL NO.: 090-133-003

CODE AREA: 091-036

ASSESSMENT NO.:

NOTE: FIRST INSTALLMENT IS DUE NOVEMBER 1 AND DELINQUENT DECEMBER 10.

SECOND INSTALLMENT IS DUE FEBRUARY 1 AND DELINQUENT APRIL 10.

17. TAXES, SPECIAL AND GENERAL, ASSESSMENT DISTRICTS AND SERVICE AREAS FOR

THE FISCAL YEAR 2013-2014:

1ST INSTALLMENT: \$6,024.10

**DELINQUENT** 

2ND INSTALLMENT: \$6,034.10

DELINOUENT

ASSESSED VALUATIONS:

LAND: \$89,540.00

IMPROVEMENTS: \$810,665.00

Policy Issuing Agent for Stewart Title Guaranty Company

102-41071\*2

Policy No.

O-2228-000394199

#### SCHEDULE B - PART II **EXCEPTIONS** (continued)

EXEMPTION: \$0.00

PARCEL NO.: 090-133-005 CODE AREA: 091-036 ASSESSMENT NO.:

NOTE: FIRST INSTALLMENT IS DUE NOVEMBER 1 AND DELINQUENT DECEMBER 10. SECOND INSTALLMENT IS DUE FEBRUARY 1 AND DELINQUENT APRIL 10.

18. TAXES, SPECIAL AND GENERAL, ASSESSMENT DISTRICTS AND SERVICE AREAS FOR

THE FISCAL YEAR 2013-2014:

1ST INSTALLMENT: \$941.89

DELINOUENT

2ND INSTALLMENT: \$951.89

DELINOUENT

ASSESSED VALUATIONS:

LAND: \$43,700.00

IMPROVEMENTS: \$66,300.00

EXEMPTION: \$0.00

PARCEL NO.: 090-133-006

CODE AREA: 091-036

ASSESSMENT NO.:

NOTE: FIRST INSTALLMENT IS DUE NOVEMBER 1 AND DELINQUENT DECEMBER 10. SECOND INSTALLMENT IS DUE FEBRUARY 1 AND DELINQUENT APRIL 10.

19. TAXES, SPECIAL AND GENERAL, ASSESSMENT DISTRICTS AND SERVICE AREAS FOR

THE FISCAL YEAR 2013-2014:

1ST INSTALLMENT: \$2,822.82

DELINQUENT

2ND INSTALLMENT: \$2,832.82

DELINQUENT

ASSESSED VALUATIONS:

LAND: \$379,492.00

IMPROVEMENTS: \$0.00

EXEMPTION: \$0.00

PARCEL NO.: 090-133-007

CODE AREA: 091-036

ASSESSMENT NO.:

NOTE: FIRST INSTALLMENT IS DUE NOVEMBER 1 AND DELINQUENT DECEMBER 10. SECOND INSTALLMENT IS DUE FEBRUARY 1 AND DELINQUENT APRIL 10.

20. TAXES, SPECIAL AND GENERAL, ASSESSMENT DISTRICTS AND SERVICE AREAS FOR

THE FISCAL YEAR 2013-2014:

1ST INSTALLMENT:

DELINQUENT \$3,714.19

2ND INSTALLMENT: \$3,724.19

DELINQUENT

ASSESSED VALUATIONS:

LAND: \$520,000.00

IMPROVEMENTS: \$0.00

EXEMPTION: \$0.00

PARCEL NO.: 090-133-015

CODE AREA: 091-036

Policy Issuing Agent for Stewart Title Guaranty Company

CLTA.OWN.BII.O

102-41071\*2

Policy No.

O-2228-000394199

### SCHEDULE B - PART II **EXCEPTIONS** (continued)

### ASSESSMENT NO .:

NOTE: FIRST INSTALLMENT IS DUE NOVEMBER 1 AND DELINQUENT DECEMBER 10. SECOND INSTALLMENT IS DUE FEBRUARY 1 AND DELINQUENT APRIL 10.

21. TAXES, SPECIAL AND GENERAL, ASSESSMENT DISTRICTS AND SERVICE AREAS FOR

THE FISCAL YEAR 2013-2014:

1ST INSTALLMENT: \$1,106.44

DELINQUENT

2ND INSTALLMENT: \$1,116.44

DELINQUENT

ASSESSED VALUATIONS:

LAND: \$170,000.00

IMPROVEMENTS: \$0.00

EXEMPTION: \$0.00

PARCEL NO.: 090-133-009

CODE AREA: 091-036

ASSESSMENT NO.:

NOTE: FIRST INSTALLMENT IS DUE NOVEMBER 1 AND DELINQUENT DECEMBER 10. SECOND INSTALLMENT IS DUE FEBRUARY 1 AND DELINQUENT APRIL 10.

22. TAXES, SPECIAL AND GENERAL, ASSESSMENT DISTRICTS AND SERVICE AREAS FOR

THE FISCAL YEAR 2013-2014:

1ST INSTALLMENT: \$2,334.17

DELINQUENT

2ND INSTALLMENT: \$2,344.17

DELINQUENT

ASSESSED VALUATIONS:

LAND: \$310,000.00

IMPROVEMENTS: \$15,000.00

EXEMPTION: \$0.00

090-133-008 PARCEL NO.:

CODE AREA: 091-036

ASSESSMENT NO.:

NOTE: FIRST INSTALLMENT IS DUE NOVEMBER 1 AND DELINQUENT DECEMBER 10. SECOND INSTALLMENT IS DUE FEBRUARY 1 AND DELINQUENT APRIL 10.

23. TAXES, SPECIAL AND GENERAL, ASSESSMENT DISTRICTS AND SERVICE AREAS FOR

THE FISCAL YEAR 2013-2014:

1ST INSTALLMENT: \$1,917.13

**DELINQUENT** 

2ND INSTALLMENT: \$1,927.13

DELINQUENT

ASSESSED VALUATIONS:

LAND: \$203,997.00

IMPROVEMENTS: \$10,897.00

EXEMPTION: \$0.00

PARCEL NO.: 090-133-019

CODE AREA: 091-036

ASSESSMENT NO .:

NOTE: FIRST INSTALLMENT IS DUE NOVEMBER 1 AND DELINQUENT DECEMBER 10.

PLACER TITLE COMPANY

Policy Issuing Agent for Stewart Title Guaranty Company

102-41071\*2

Policy No.

O-2228-000394199

### SCHEDULE B - PART II **EXCEPTIONS** (continued)

SECOND INSTALLMENT IS DUE FEBRUARY 1 AND DELINQUENT APRIL 10.

24. TAXES, SPECIAL AND GENERAL, ASSESSMENT DISTRICTS AND SERVICE AREAS FOR

THE FISCAL YEAR 2013-2014:

1ST INSTALLMENT: \$1,103.69

DELINOUENT

2ND INSTALLMENT: \$1,113.69

DELINQUENT

ASSESSED VALUATIONS:

LAND: \$170,000.00

IMPROVEMENTS: \$0.00

EXEMPTION: \$0.00

PARCEL NO.: 090-133-011

CODE AREA: 091-036

ASSESSMENT NO.:

NOTE: FIRST INSTALLMENT IS DUE NOVEMBER 1 AND DELINQUENT DECEMBER 10. SECOND INSTALLMENT IS DUE FEBRUARY 1 AND DELINQUENT APRIL 10.

25. THE HEREIN DESCRIBED PROPERTY HAS BEEN DECLARED TAX DEFAULTED FOR NON-PAYMENT OF DELINQUENT TAXES FOR THE FISCAL YEAR 2008-2009 AND SUBSEQUENT YEARS, IF ANY. SALE NO. 090002927: AMOUNT TO REDEEM PRIOR TO MAY 31, 2014, IS \$56,905.54. AMOUNT TO REDEEM PRIOR TO JUNE 30, 2014, IS \$57,411.18. AMOUNT TO REDEEM PRIOR TO DECEMBER 31, 2014, IS \$69,354.46.

PARCEL NO. 090-126-024

26. THE HEREIN DESCRIBED PROPERTY HAS BEEN DECLARED TAX DEFAULTED FOR NON-PAYMENT OF DELINQUENT TAXES FOR THE FISCAL YEAR 2008-2009 AND SUBSEQUENT YEARS, IF ANY. SALE NO. 090002925: AMOUNT TO REDEEM PRIOR TO MAY 31, 2014, IS \$37,384.71. AMOUNT TO REDEEM PRIOR TO JUNE 30, 2014, IS \$37,716.75. AMOUNT TO REDEEM PRIOR TO DECEMBER 31, 2014, IS \$45,881.07. PARCEL NO. 090-126-021

27. THE HEREIN DESCRIBED PROPERTY HAS BEEN DECLARED TAX DEFAULTED FOR NON-PAYMENT OF DELINQUENT TAXES FOR THE FISCAL YEAR 2008-2009 AND SUBSEQUENT YEARS, IF ANY. SALE NO. 090002926: AMOUNT TO REDEEM PRIOR TO MAY 31, 2014, IS \$52,202.52. AMOUNT TO REDEEM PRIOR TO JUNE 30, 2014, IS \$52,663.74. AMOUNT TO REDEEM PRIOR TO DECEMBER 31, 2014, IS \$63,860.20. PARCEL NO. 090-126-022

28. THE HEREIN DESCRIBED PROPERTY HAS BEEN DECLARED TAX DEFAULTED FOR NON-PAYMENT OF DELINQUENT TAXES FOR THE FISCAL YEAR 2008-2009 AND SUBSEQUENT YEARS, IF ANY. SALE NO. 090002930: AMOUNT TO REDEEM PRIOR TO MAY 31, 2014, IS \$60.217.77. AMOUNT TO REDEEM PRIOR TO JUNE 30, 2014, IS \$60,739.27. AMOUNT TO REDEEM PRIOR TO DECEMBER 31, 2014, IS \$71,305.06. PARCEL NO. 090-133-003

102-41071\*2

Policy No.

O-2228-000394199

### SCHEDULE B - PART II **EXCEPTIONS** (continued)

- 29. THE HEREIN DESCRIBED PROPERTY HAS BEEN DECLARED TAX DEFAULTED FOR NON-PAYMENT OF DELINQUENT TAXES FOR THE FISCAL YEAR 2008-2009 AND SUBSEQUENT YEARS, IF ANY. SALE NO. 090002931: AMOUNT TO REDEEM PRIOR TO MAY 31, 2014, IS \$71,559.25. AMOUNT TO REDEEM PRIOR TO JUNE 30, 2014, IS \$72,322.96. AMOUNT TO REDEEM PRIOR TO DECEMBER 31, 2014, IS \$90,541.17. PARCEL NO. 090-133-005
- 30. THE HEREIN DESCRIBED PROPERTY HAS BEEN DECLARED TAX DEFAULTED FOR NON-PAYMENT OF DELINQUENT TAXES FOR THE FISCAL YEAR 2008-2009 AND SUBSEQUENT YEARS, IF ANY. SALE NO. 090002932: AMOUNT TO REDEEM PRIOR TO MAY 31, 2014, IS \$19,264.76. AMOUNT TO REDEEM PRIOR TO JUNE 30, 2014, IS \$19,431.58. AMOUNT TO REDEEM PRIOR TO DECEMBER 31, 2014, IS \$23,072.42. PARCEL NO. 090-133-006
- 31. THE HEREIN DESCRIBED PROPERTY HAS BEEN DECLARED TAX DEFAULTED FOR NON-PAYMENT OF DELINQUENT TAXES FOR THE FISCAL YEAR 2008-2009 AND SUBSEQUENT YEARS, IF ANY. SALE NO. 090002933: AMOUNT TO REDEEM PRIOR TO MAY 31, 2014, IS \$31,392.53. AMOUNT TO REDEEM PRIOR TO JUNE 30, 2014, IS \$31,667.82. AMOUNT TO REDEEM PRIOR TO DECEMBER 31, 2014, IS \$40,029.09. PARCEL NO. 090-133-007
- 32. THE HEREIN DESCRIBED PROPERTY HAS BEEN DECLARED TAX DEFAULTED FOR NON-PAYMENT OF DELINQUENT TAXES FOR THE FISCAL YEAR 2008-2009 AND SUBSEQUENT YEARS, IF ANY. SALE NO. 090002939: AMOUNT TO REDEEM PRIOR TO MAY 31, 2014, IS \$54,608.99. AMOUNT TO REDEEM PRIOR TO JUNE 30, 2014, IS \$55,080.70. AMOUNT TO REDEEM PRIOR TO DECEMBER 31, 2014, IS \$66,549.15. PARCEL NO. 090-133-015
- 33. THE HEREIN DESCRIBED PROPERTY HAS BEEN DECLARED TAX DEFAULTED FOR NON-PAYMENT OF DELINQUENT TAXES FOR THE FISCAL YEAR 2008-2009 AND SUBSEQUENT YEARS, IF ANY. SALE NO. 090002935: AMOUNT TO REDEEM PRIOR TO MAY 31, 2014, IS \$11,966.53. AMOUNT TO REDEEM PRIOR TO JUNE 30, 2014, IS \$12,090.61. AMOUNT TO REDEEM PRIOR TO DECEMBER 31, 2014, IS \$15,830.99. PARCEL NO. 090-133-009
- 34. THE HEREIN DESCRIBED PROPERTY HAS BEEN DECLARED TAX DEFAULTED FOR NON-PAYMENT OF DELINQUENT TAXES FOR THE FISCAL YEAR 2008-2009 AND SUBSEQUENT YEARS, IF ANY. SALE NO. 090002934: AMOUNT TO REDEEM PRIOR TO MAY 31, 2014, IS \$38,344.95. AMOUNT TO REDEEM PRIOR TO JUNE 30, 2014, IS \$38,678.94. AMOUNT TO REDEEM PRIOR TO DECEMBER 31, 2014, IS \$46,335.16. PARCEL NO. 090-133-008

102-41071\*2

Policy No.

O-2228-000394199

## SCHEDULE B - PART II EXCEPTIONS (continued)

- 35. THE HEREIN DESCRIBED PROPERTY HAS BEEN DECLARED TAX DEFAULTED FOR NON-PAYMENT OF DELINQUENT TAXES FOR THE FISCAL YEAR 2008-2009 AND SUBSEQUENT YEARS, IF ANY. SALE NO. 090002936:

  AMOUNT TO REDEEM PRIOR TO MAY 31, 2014, IS \$22,030.47.

  AMOUNT TO REDEEM PRIOR TO JUNE 30, 2014, IS \$22,264.51.

  AMOUNT TO REDEEM PRIOR TO DECEMBER 31, 2014, IS \$28,418.75.

  PARCEL NO. 090-133-010
- 36. THE HEREIN DESCRIBED PROPERTY HAS BEEN DECLARED TAX DEFAULTED FOR NON-PAYMENT OF DELINQUENT TAXES FOR THE FISCAL YEAR 2008-2009 AND SUBSEQUENT YEARS, IF ANY. SALE NO. 090002937:

  AMOUNT TO REDEEM PRIOR TO MAY 31, 2014, IS \$12,236.44.

  AMOUNT TO REDEEM PRIOR TO JUNE 30, 2014, IS \$12,362.96.

  AMOUNT TO REDEEM PRIOR TO DECEMBER 31, 2014, IS \$16,112.09.

  PARCEL NO. 090-133-011
- 37. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5, (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE, OF THE STATE OF CALIFORNIA.

PAID CURRENT

- 38. ANY TAXES OR ASSESSMENTS LEVIED BY:
  - A. TAHOE-TRUCKEE SANITATION DISTRICT
  - B. NORTH TAHOE PUBLIC UTILITY DISTRICT

PAID CURRENT

39. AN EASEMENT OVER SAID LAND FOR UTILITIES AND INCIDENTAL PURPOSES, AS RESERVED BY BROCKWAY TAHOE VISTA CORP, A CORPORATION, IN DEED RECORDED DECEMBER 31, 1928, AS BOOK 242, PAGE 168, OFFICIAL RECORDS.

AFFECTS: LOT 20 OF PARCEL 13, INDEFINITE IN LOCATION

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

40. COVENANTS, CONDITIONS AND RESTRICTIONS AS CONTAINED IN THE DEED FROM BROCKWAY TAHOE VISTA, CORP., RECORDED DECEMBER 31, 1928, AS BOOK 242, PAGE 168, OFFICIAL RECORDS.

NOTE: SECTION 12956.1 OF THE GOVERNMENT CODE PROVIDES THE FOLLOWING:

"IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, GENETIC INFORMATION, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN

102-41071\*2

Policy No.

O-2228-000394199

# SCHEDULE B - PART II EXCEPTIONS (continued)

SUBDIVISION (P) OF SECTION 12955, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.2 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS."

AFFECTS LOT 20 OF PARCEL 13

41. AN EASEMENT OVER SAID LAND FOR UTILITIES AND INCIDENTAL PURPOSES, AS RESERVED BY BROCKWAY LAND AND WATER COMPANY, A CORPORATION, IN DEED RECORDED AUGUST 01, 1930, AS BOOK 242, PAGE 278, OFFICIAL RECORDS.

AFFECTS: LOTS 33 AND 34 OF PARCEL 5, INDEFINITE IN LOCATION

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

42. COVENANTS, CONDITIONS AND RESTRICTIONS AS CONTAINED IN THE DEED FROM BROCKWAY LAND AND WATER COMPANY, RECORDED AUGUST 01, 1930, AS BOOK 242, PAGE 278, OFFICIAL RECORDS.

NOTE: SECTION 12956.1 OF THE GOVERNMENT CODE PROVIDES THE FOLLOWING:

"IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, GENETIC INFORMATION, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (P) OF SECTION 12955, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.2 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS."

AFFECTS LOTS 33 AND 34 OF PARCEL 5

43. AN EASEMENT OVER SAID LAND FOR UTILITIES AND INCIDENTAL PURPOSES, AS RESERVED BY BROCKWAY LAND AND WATER COMPANY, A CORPORATION, IN DEED RECORDED SEPTEMBER 23, 1930, AS BOOK 242, PAGE 301, OFFICIAL RECORDS.

AFFECTS: PARCEL 6, INDEFINITE IN LOCATION

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

44. TERMS, PROVISIONS, COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, PROVIDED IN THE COVENANTS, CONDITIONS AND RESTRICTIONS, BUT OMITTING ANY COVENANT, CONDITION OR RESTRICTION, IF ANY, BASED ON RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL

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## SCHEDULE B - PART II EXCEPTIONS (continued)

ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, GENETIC INFORMATION, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (P) OF SECTION 12955, OR ANCESTRY, UNLESS AND ONLY TO THE EXTENT THAT THE COVENANT, CONDITION OR RESTRICTION (A) IS EXEMPT UNDER TITLE 42 OF THE UNITED STATES CODE, OR (B) RELATES TO HANDICAP, BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS, IN DOCUMENT RECORDED MARCH 30, 1931, AS BOOK 242, PAGE 318, OFFICIAL RECORDS.

NOTE: SECTION 12956.1 OF THE GOVERNMENT CODE PROVIDES THE FOLLOWING:

"IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, GENETIC INFORMATION, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (P) OF SECTION 12955, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.2 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS."

AFFECTS PARCEL 6 AND LOT 35 OF PARCEL 7

45. AN EASEMENT OVER SAID LAND FOR UTILITIES AND INCIDENTAL PURPOSES, AS RESERVED BROCKWAY LAND AND WATER COMPANY, IN DEED RECORDED MARCH 31, 1931, AS BOOK 242, PAGE 318, OFFICIAL RECORDS.

AFFECTS: PARCEL 6 AND LOT 35 OF PARCEL 7

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- 46. INTENTIONALLY LEFT BLANK
- 47. AN EASEMENT OVER SAID LAND FOR UTILITIES AND INCIDENTAL PURPOSES, AS RESERVED BY BROCKWAY LAND AND WATER COMPANY, IN DEED RECORDED AUGUST 13, 1932, AS BOOK 242, PAGE 370, OFFICIAL RECORDS.

AFFECTS: LOTS 27, 28 AND 31 OF PARCEL 10

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

48. COVENANTS, CONDITIONS AND RESTRICTIONS AS CONTAINED IN THE DEED FROM BROCKWAY LAND AND WATER COMPANY, RECORDED AUGUST 13, 1932, AS BOOK 242, PAGE 370, OFFICIAL RECORDS.

NOTE: SECTION 12956.1 OF THE GOVERNMENT CODE PROVIDES THE FOLLOWING:

"IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR,

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# SCHEDULE B - PART II EXCEPTIONS (continued)

RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, GENETIC INFORMATION, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (P) OF SECTION 12955, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.2 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS."

AFFECTS LOTS 27, 28 AND 31 OF PARCEL 10

49. AN EASEMENT OVER SAID LAND FOR UTILITIES AND INCIDENTAL PURPOSES, AS RESERVED BY BROCKWAY LAND AND WATER COMPANY, A CORPORATION, IN DEED RECORDED AUGUST 29, 1932, AS BOOK 242, PAGE 368, OFFICIAL RECORDS.

AFFECTS:

LOTS 16, 17 AND 18 OF PARCEL 13, INDEFINITE IN LOCATION

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

50. COVENANTS, CONDITIONS AND RESTRICTIONS AS CONTAINED IN THE DEED FROM BROCKWAY LAND AND WATER COMPANY, RECORDED AUGUST 29, 1932, AS BOOK 242, PAGE 368, OFFICIAL RECORDS.

NOTE: SECTION 12956.1 OF THE GOVERNMENT CODE PROVIDES THE FOLLOWING:

"IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, GENETIC INFORMATION, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (P) OF SECTION 12955, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.2 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS."

AFFECTS LOTS 16, 17 AND 18 OF PARCEL 13

51. AN EASEMENT OVER SAID LAND FOR UTILITIES AND INCIDENTAL PURPOSES, AS RESERVED BY SIERRA MOUNTAIN HOMES CORPORATION, IN DEED RECORDED MAY 17, 1933, AS BOOK 242, PAGE 400, OFFICIAL RECORDS.

AFFECTS: LOTS 27 AND 28 OF PARCEL 10, INDEFINITE IN LOCATION

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

52. COVENANTS, CONDITIONS AND RESTRICTIONS AS CONTAINED IN THE DEED FROM

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### SCHEDULE B - PART II EXCEPTIONS (continued)

SIERRA MOUNTAIN HOME CORP., RECORDED MAY 17, 1933, AS BOOK 242, PAGE 400. OFFICIAL RECORDS.

NOTE: SECTION 12956.1 OF THE GOVERNMENT CODE PROVIDES THE FOLLOWING:

"IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, GENETIC INFORMATION, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (P) OF SECTION 12955, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.2 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS."

AFFECTS LOTS 27 AND 28 OF PARCEL 10

53. AN EASEMENT OVER SAID LAND FOR UTILITIES AND INCIDENTAL PURPOSES, AS RESERVED BY SIERRA MOUNTAIN HOMES CORPORATION, IN DEED RECORDED JULY 13, 1933, AS BOOK 242, PAGE 409, OFFICIAL RECORDS.

AFFECTS: LOT 38 AND

LOT 38 AND 39 OF PARCEL 4

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

54. COVENANTS, CONDITIONS AND RESTRICTIONS AS CONTAINED IN THE DEED FROM SIERRA MOUNTAIN HOMES CORPORATION, RECORDED JULY 13, 1933, AS BOOK 242, PAGE 409, OFFICIAL RECORDS.

NOTE: SECTION 12956.1 OF THE GOVERNMENT CODE PROVIDES THE FOLLOWING:

"IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, GENETIC INFORMATION, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (P) OF SECTION 12955, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.2 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS."

AFFECTS LOT 38 AND 39 OF PARCEL 4

55. AN EASEMENT OVER SAID LAND FOR UTILITIES AND INCIDENTAL PURPOSES, AS RESERVED BY SIERRA MOUTAIN HOMES CORPORATION, IN DEED RECORDED AUGUST 29, 1933, AS BOOK 242, PAGE 420, OFFICIAL RECORDS.

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# SCHEDULE B - PART II EXCEPTIONS (continued)

AFFECTS: LOT 36 OF PARCEL 5, INDEFINITE IN LOCATION

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

56. COVENANTS, CONDITIONS AND RESTRICTIONS AS CONTAINED IN THE DEED FROM SIERRA MOUNTAIN HOME CORPORATION, RECORDED AUGUST 29, 1933, AS BOOK 242, PAGE 420, OFFICIAL RECORDS.

NOTE: SECTION 12956.1 OF THE GOVERNMENT CODE PROVIDES THE FOLLOWING:

"IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, GENETIC INFORMATION, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (P) OF SECTION 12955, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.2 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS."

AFFECTS LOT 36 OF PARCEL 5

57. AN EASEMENT OVER SAID LAND FOR UTILITIES AND INCIDENTAL PURPOSES, AS RESERVED BY SIERRA MOUNTAIN HOMES CORPORATION, IN DEED RECORDED AUGUST 29, 1933, AS BOOK 242, PAGE 421, OFFICIAL RECORDS.

AFFECTS: LOT 37 OF PARCEL 5, INDEFINITE IN LOCATION

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

58. COVENANTS, CONDITIONS AND RESTRICTIONS AS CONTAINED IN THE DEED FROM SIERRA MOUNTAIN HOMES CORPORATION, RECORDED AUGUST 29, 1933, AS BOOK 242, PAGE 421, OFFICIAL RECORDS.

NOTE: SECTION 12956.1 OF THE GOVERNMENT CODE PROVIDES THE FOLLOWING:

"IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, GENETIC INFORMATION, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (P) OF SECTION 12955, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.2 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS."

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# SCHEDULE B - PART II EXCEPTIONS (continued)

### AFFECTS LOT 37 OF PARCEL 5

59. AN EASEMENT OVER SAID LAND FOR UTILITIES AND INCIDENTAL PURPOSES, AS RESERVED BY SIERRA MOUNTAIN HOMES CORPORATION, IN DEED RECORDED SEPTEMBER 13, 1933, AS BOOK 242, PAGE 449, OFFICIAL RECORDS.

AFFECTS:

LOT 35 OF PARCEL 5, INDEFINITE LOCATION

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

60. COVENANTS, CONDITIONS AND RESTRICTIONS AS CONTAINED IN THE DEED FROM SIERRA MOUNTAIN HOMES CORPORATION, RECORDED SEPTEMBER 13, 1933, AS BOOK 242, PAGE 449, OFFICIAL RECORDS.

NOTE: SECTION 12956.1 OF THE GOVERNMENT CODE PROVIDES THE FOLLOWING:

"IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, GENETIC INFORMATION, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (P) OF SECTION 12955, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.2 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS."

#### AFFECTS LOT 35 OF PARCEL 5

61. AN EASEMENT OVER SAID LAND FOR UTILITIES AND INCIDENTAL PURPOSES, AS RESERVED BY SIERRA MOUNTAIN HOMES CORPORATION, IN DEED RECORDED JUNE 16, 1934, AS BOOK 242, PAGE 486, OFFICIAL RECORDS.

AFFECTS: LOTS 16, 17 AND 18 OF PARCEL 13, INDEFINITE IN LOCATION

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

62. COVENANTS, CONDITIONS AND RESTRICTIONS AS CONTAINED IN THE DEED FROM SIERRA MOUNTAIN HOMES CORPORATION, RECORDED JUNE 16, 1934, AS BOOK 242, PAGE 486, OFFICIAL RECORDS.

NOTE: SECTION 12956.1 OF THE GOVERNMENT CODE PROVIDES THE FOLLOWING:

"IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, GENETIC INFORMATION, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN

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## SCHEDULE B - PART II EXCEPTIONS (continued)

SUBDIVISION (P) OF SECTION 12955, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.2 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS."

AFFECTS LOTS 16, 17 AND 18 OF PARCEL 13

63. AN EASEMENT OVER SAID LAND FOR UTILITIES AND INCIDENTAL PURPOSES, AS RESERVED BY SIERRA MOUNTAIN HOMES CORPORATION, IN DEED RECORDED OCTOBER 08, 1934, AS BOOK 242, PAGE 498, OFFICIAL RECORDS.

AFFECTS: LOT 40 OF PARCEL 4, INDEFINITE IN LOCATION

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

64. COVENANTS, CONDITIONS AND RESTRICTIONS AS CONTAINED IN THE DEED FROM SIERRA MOUNTAIN HOME CORPORATION, RECORDED OCTOBER 08, 1934, AS BOOK 242, PAGE 498, OFFICIAL RECORDS.

NOTE: SECTION 12956.1 OF THE GOVERNMENT CODE PROVIDES THE FOLLOWING:

"IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, GENETIC INFORMATION, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (P) OF SECTION 12955, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.2 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS."

AFFECTS LOT 40 OF PARCEL 4

65. AN EASEMENT OVER SAID LAND FOR UTILITIES AND INCIDENTAL PURPOSES, AS RESERVED BY SIERRA MOUNTAIN HOMES CORPORATION, IN DEED RECORDED NOVEMBER 26, 1934, AS BOOK 335, PAGE 275, OFFICIAL RECORDS.

AFFECTS: LOTS 34 AND 35 OF PARCEL 7, INDEFINITE IN LOCATION

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

66. COVENANTS, CONDITIONS AND RESTRICTIONS AS CONTAINED IN THE DEED FROM SIERRA MOUNTAIN HOME CORPORATION, RECORDED NOVEMBER 26, 1934, AS BOOK 335. PAGE 275, OFFICIAL RECORDS.

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# SCHEDULE B - PART II EXCEPTIONS (continued)

NOTE: SECTION 12956.1 OF THE GOVERNMENT CODE PROVIDES THE FOLLOWING:

"IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, GENETIC INFORMATION, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (P) OF SECTION 12955, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.2 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS."

AFFECTS LOTS 34 AND 35 OF PARCEL 7

67. AN EASEMENT OVER SAID LAND FOR UTILITIES AND INCIDENTAL PURPOSES, AS RESERVED BY BROCKWAY LAND & WATER COMPANY, IN DEED RECORDED OCTOBER 01, 1936, AS BOOK 353, PAGE 29, OFFICIAL RECORDS.

AFFECTS: AFFECTS PARCEL 12, INDEFINITE IN LOCATION

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

68. COVENANTS, CONDITIONS AND RESTRICTIONS AS CONTAINED IN THE DEED FROM BROCKWAY LAND & WATER COMPANY, RECORDED OCTOBER 01, 1936, AS BOOK 353, PAGE 29, OFFICIAL RECORDS.

NOTE: SECTION 12956.1 OF THE GOVERNMENT CODE PROVIDES THE FOLLOWING:

"IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, GENETIC INFORMATION, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (P) OF SECTION 12955, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.2 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS."

AFFECTS PARCEL 12

69. AN EASEMENT OVER SAID LAND FOR UTILITIES AND INCIDENTAL PURPOSES, AS RESERVED BY BROCKWAY LAND AND WATER COMPANY, IN DEED RECORDED NOVEMBER 01, 1937, AS BOOK 353, PAGE 39, OFFICIAL RECORDS.

AFFECTS: LOTS 6, 7, 8 AND 9 OF PARCEL 9, THE EXACT LOCATION AND EXTENT OF WHICH IS NOT DISCLOSED OF RECORD.

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## SCHEDULE B - PART II EXCEPTIONS (continued)

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

70. COVENANTS, CONDITIONS AND RESTRICTIONS AS CONTAINED IN THE DEED FROM BROCKWAY LAND & WATER COMPANY, RECORDED NOVEMBER 01, 1937, AS BOOK 353, PAGE 39, OFFICIAL RECORDS.

NOTE: SECTION 12956.1 OF THE GOVERNMENT CODE PROVIDES THE FOLLOWING:

"IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, GENETIC INFORMATION, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (P) OF SECTION 12955, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.2 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS."

AFFECTS LOTS 6, 7, 8 AND 9 OF PARCEL 9

71. AN EASEMENT OVER SAID LAND FOR PIPELINE AND INCIDENTAL PURPOSES, AS RESERVED BY BROCKWAY LAND & WATER COMPANY, IN DEED RECORDED JANUARY 16, 1937, AS BOOK 360, PAGE 418, OFFICIAL RECORDS.

AFFECTS: PARCEL 11

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

72. COVENANTS, CONDITIONS AND RESTRICTIONS AS CONTAINED IN THE DEED FROM BROCKWAY LAND & WATER COMPANY, RECORDED JANUARY 16, 1937, AS BOOK 360, PAGE 418, OFFICIAL RECORDS.

NOTE: SECTION 12956.1 OF THE GOVERNMENT CODE PROVIDES THE FOLLOWING:

"IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, GENETIC INFORMATION, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (P) OF SECTION 12955, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.2 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS."

**AFFECTS PARCEL 11** 

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# SCHEDULE B - PART II EXCEPTIONS (continued)

73. AN EASEMENT OVER SAID LAND FOR SEWERS AND INCIDENTAL PURPOSES, AS GRANTED TO NORTH TAHOE PUBLIC UTILITY DISTRICT, IN DEED RECORDED FEBRUARY 01, 1957, AS BOOK .724, PAGE 477, OFFICIAL RECORDS.

AFFECTS:

THE NORTHERLY 6 FEET OF PARCEL 10

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

74. AN EASEMENT OVER SAID LAND FOR SEWER AND WATER LINES AND INCIDENTAL PURPOSES, AS GRANTED TO NORTH TAHOE PUBLIC UTILITY DISTRICT, IN DEED RECORDED JUNE 13, 1979, AS BOOK 2132, PAGE 93, OFFICIAL RECORDS.

AFFECTS:

A NORTHERLY PORTION OF PARCEL 7

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

75. THE TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THE AGREEMENT ENTITLED "ENTITLED "TRANSFER OF SEWER SERVICE CAPACITY"", BY AND BETWEEN TAHOE CITY PUBLIC UTILITY DISTRICT, AND LUCILLE E. HIATT, RAYMOND GREGORY AND CHARLES SORKIN, DATED JULY 16, 1981, RECORDED AUGUST 14, 1981, AS BOOK 2422, PAGE 417, OFFICIAL RECORDS.

AFFECTS PARCEL 9

76. AN EASEMENT OVER SAID LAND FOR SEWER LINES AND INCIDENTAL PURPOSES, AS GRANTED TO NORTH TAHOE PUBLIC UTILITY DISTRICT, IN DEED RECORDED JULY 17, 1987, AS BOOK 3229, PAGE 663, OFFICIAL RECORDS.

AFFECTS:

THE SOUTHEASTERLY 10 FEET OF LOT 9, PARCEL 9

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

77. AN EASEMENT OVER SAID LAND FOR SEWER AND INCIDENTAL PURPOSES, AS GRANTED TO NORTH TAHOE PUBLIC UTILITY DISTRICT, IN DEED RECORDED SEPTEMBER 02, 1987, AS BOOK 3258, PAGE 276, OFFICIAL RECORDS.

AFFECTS:

THE SOUTHERLY 5 FEET OF PARCEL 12

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

78. AN EASEMENT OVER SAID LAND FOR UTILITIES AND INCIDENTAL PURPOSES, AS GRANTED TO SIERRA PACIFIC POWER COMPANY, A NEVADA CORPORATION, IN DEED RECORDED MARCH 29, 1989, AS BOOK 3597, PAGE 585, OFFICIAL RECORDS.

AFFECTS:

A SOUTHEASTERLY PORTION OF PARCEL 7

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

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# SCHEDULE B - PART II EXCEPTIONS (continued)

79. AN EASEMENT OVER SAID LAND FOR TO CONSTRUCT, ERECT, ALTER, MAINTAIN, INSPECT, REPAIR, RECONSTRUCT AND OPERATE ONE OR MORE UNDERGROUND ELECTRIC DISTRIBUTION FACILITIES, TOGETHER WITH THE APPROPRIATE UNDERGROUND FOUNDATIONS, MARKERS, CONDUITS, PULL BOXES, VAULTS, FIXTURES, SURFACE-MOUNTED TRANSFORMERS, SWITCHGEAR AND OTHER NECESSARY OR CONVENIENT APPURTENANCES AND INCIDENTAL PURPOSES, AS GRANTED TO SIERRA PACIFIC POWER COMPANY, A NEVADA CORPORATION, IN DEED RECORDED MARCH 29, 1989, AS BOOK 3597, PAGE 587, OFFICIAL RECORDS.

AFFECTS:

A SOUTHWESTERLY PORTION OF LOT 31 OF PARCEL 10

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

80. AN EASEMENT OVER SAID LAND FOR TO CONSTRUCT, MAINTAIN, INSPECT, REPAIR, RECONSTRUCT AND OPERATE AND UNDERGROUND ELECTRIC DISTRIBUTION FACILITIES CONSISTING OF CONDUIT, WIRES AND PULL BOX AND INCIDENTAL PURPOSES, AS GRANTED TO SIERRA PACIFIC POWER COMPANY, IN DEED RECORDED JUNE 06, 1989, AS BOOK 3643, PAGE 453, OFFICIAL RECORDS.

AFFECTS:

A SOUTHWESTERLY PORTION OF LOT 31 OF PARCEL 10

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

81. AN EASEMENT OVER SAID LAND FOR TO CONSTRUCT AND MAINTAIN (PLACE, OPERATE, INSPECT, REPAIR, REPLACE AND REMOVE) SUCH UNDERGROUND COMMUNICATION FACILITIES AND INCIDENTAL PURPOSES, AS GRANTED TO PACIFIC BELL, IN DEED RECORDED JULY 26, 1989, AS BOOK 3674, PAGE 456, OFFICIAL RECORDS.

AFFECTS:

A SOUTHWESTERLY PORTION OF LOT 31 OF PARCEL 10

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

82. AN EASEMENT OVER SAID LAND FOR UTILITIES AND INCIDENTAL PURPOSES, AS GRANTED TO CARL E. BOBERG, ET UX, IN DEED RECORDED JANUARY 24, 1990, AS BOOK 3814, PAGE 159, OFFICIAL RECORDS.

AFFECTS:

A SOUTHEASTERLY PORTION OF LOT 26 OF PARCEL 10

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

SAID RIGHTS WERE CONVEYED TO SIERRA PACIFIC POWER COMPANY BY QUITCLAIM RIGHT OF WAY, RECORDED JULY 10, 1990, INSTRUMENT NO. 90-043991, OFFICIAL RECORDS.

83. AN EASEMENT OVER SAID LAND FOR SEWER LINE AND INCIDENTAL PURPOSES, AS GRANTED TO JOHANNA KOCH, IN DEED RECORDED MAY 27, 1992, AS INSTRUMENT

102-41071\*2

Policy No.

O-2228-000394199

# SCHEDULE B - PART II EXCEPTIONS (continued)

NO. 92-040176, OFFICIAL RECORDS.

AFFECTS:

WESTERLY 8 FEET OF LOT 31 OF PARCEL 10

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- 84. INTENTIONALLY LEFT BLANK
- 85. INTENTIONALLY DELETED
- 86. INTENTIONALLY LEFT BLANK
- 87. THE FOLLOWING ITEMS AFFECT PARCEL 14:
- 88. TAXES, SPECIAL AND GENERAL, ASSESSMENT DISTRICTS AND SERVICE AREAS FOR THE FISCAL YEAR 2014-2015, A LIEN, FIRST INSTALLMENT PAID; SECOND INSTALLMENT OPEN.
- 89. TAXES, SPECIAL AND GENERAL, ASSESSMENT DISTRICTS AND SERVICE AREAS FOR THE FISCAL YEAR 2013-2014:

1ST INSTALLMENT: \$10,203.44

10,203.44 DELINQUENT

2ND INSTALLMENT: \$10,213.44

DELINOUENT

ASSESSED VALUATIONS:

LAND: \$997,330.00

IMPROVEMENTS: \$602,664.00

EXEMPTION: \$0.00

PARCEL NO.: 090-133-016

CODE AREA: 091-036

NOTE: FIRST INSTALLMENT IS DUE NOVEMBER 1 AND DELINQUENT DECEMBER 10. SECOND INSTALLMENT IS DUE FEBRUARY 1 AND DELINQUENT APRIL 10.

- 90. THE HEREIN DESCRIBED PROPERTY HAS BEEN DECLARED TAX DEFAULTED FOR NON-PAYMENT OF DELINQUENT TAXES FOR THE FISCAL YEAR 2008-2009 AND SUBSEQUENT YEARS, IF ANY. SALE NO. 090-000-404:
  AMOUNT TO REDEEM PRIOR TO MAY 31, 2014, IS \$139,806.60.
  AMOUNT TO REDEEM PRIOR TO JUNE 30, 2014, IS \$141,037.52.
  AMOUNT TO REDEEM PRIOR TO DECEMBER 31, 2014, IS \$149,015.06.
  - PARCEL NO. 090-133-016
- 91. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5, (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE, OF THE STATE OF CALIFORNIA.
- 92. ANY TAXES OR ASSESSMENTS LEVIED BY:
  - A. TAHOE TRUCKEE SANITATION AGENCY
  - B. NORTH TAHOE PUBLIC UTILITY DISTRICT

102-41071\*2

Policy No.

O-2228-000394199

# SCHEDULE B - PART II EXCEPTIONS (continued)

C. TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT

93. COVENANTS, CONDITIONS AND RESTRICTIONS AS CONTAINED IN THE DEED FROM BROCKWAY LAND & WATER COMPANY, RECORDED AUGUST 01, 1930, AS BOOK 242, PAGE 300, OFFICIAL RECORDS.

NOTE: SECTION 12956.1 OF THE GOVERNMENT CODE PROVIDES THE FOLLOWING:

"IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, GENETIC INFORMATION, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (P) OF SECTION 12955, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.2 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS."

94. COVENANTS, CONDITIONS AND RESTRICTIONS AS CONTAINED IN THE DEED FROM BROCKWAY LAND & WATER COMAPNY, RECORDED AUGUST 01, 1930, AS BOOK 242, PAGE 300, OFFICIAL RECORDS.

NOTE: SECTION 12956.1 OF THE GOVERNMENT CODE PROVIDES THE FOLLOWING:

"IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, GENETIC INFORMATION, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (P) OF SECTION 12955, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.2 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS."

95. COVENANTS, CONDITIONS AND RESTRICTIONS AS CONTAINED IN THE DEED FROM BROCKWAY LAND AND WATER COMPANY, RECORDED SEPTEMBER 23, 1930, AS BOOK 242, PAGE 301, OFFICIAL RECORDS.

NOTE: SECTION 12956.1 OF THE GOVERNMENT CODE PROVIDES THE FOLLOWING:

"IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, GENETIC INFORMATION, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (P) OF SECTION 12955, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE

102-41071\*2

Policy No.

O-2228-000394199

#### SCHEDULE B - PART II **EXCEPTIONS** (continued)

REMOVED PURSUANT TO SECTION 12956.2 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS."

96. AN EASEMENT OVER SAID LAND FOR PIPELINES, CONDUITS TELEPHONE LINES, AND PUBLIC UTILITIES AND INCIDENTAL PURPOSES, AS RESERVED BROCKWAY LAND AND WATER COMPANY, IN DEED RECORDED SEPTEMBER 23, 1930, AS BOOK 242, PAGE 301. OFFICIAL RECORDS.

AFFECTS:

LOT 38 OF PARCEL 14

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- 97. INTENTIONALLY LEFT BLANK
- 98. THE TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN AN AGREEMENT ENTITLED "STATEMENT OF INSTITUTION OF REDEVELOPMENT PURSUANT TO HEALTH AND SAFETY CODE SECTION 33373 NORTH LAKE TAHOE, REDEVELOPMENT PLAN", EXECUTED BY THE COUNTY OF PLACER, DATED JULY 16, 1996, RECORDED JULY 18, 1996, AS INSTRUMENT NO. 96-041246, OFFICIAL RECORDS.

REFERENCE IS HEREBY MADE TO SAID INSTRUMENT FOR FULL PARTICULARS.

- 99. INTENTIONALLY LEFT BLANK
- 100.INTENTIONALLY LEFT BLANK
- 101 INTENTIONALLY LEFT BLANK
- 102.INTENTIONALLY LEFT BLANK
- 103. THE FOLLOWING ITEMS AFFECT PARCEL 15.
- 104.TAXES, SPECIAL AND GENERAL, ASSESSMENT DISTRICTS AND SERVICE AREAS FOR THE FISCAL YEAR 2014-2015, A LIEN, FIRST INSTALLMENT PAID; SECOND INSTALLMENT OPEN.
- 105.TAXES, SPECIAL AND GENERAL, ASSESSMENT DISTRICTS AND SERVICE AREAS FOR THE FISCAL YEAR 2013-2014:

1ST INSTALLMENT:

\$6,930.93

DELINQUENT

2ND INSTALLMENT: \$6,940.93

DELINQUENT

ASSESSED VALUATIONS:

LAND: \$275,000.00

IMPROVEMENTS: \$775.000.00

EXEMPTION: \$0.00

PARCEL NO.: 090-133-018

CODE AREA: 091-036

102-41071\*2

Policy No.

O-22<del>2</del>8-000394199

# SCHEDULE B - PART II EXCEPTIONS (continued)

NOTE: FIRST INSTALLMENT IS DUE NOVEMBER 1 AND DELINQUENT DECEMBER 10. SECOND INSTALLMENT IS DUE FEBRUARY 1 AND DELINQUENT APRIL 10.

106.THE HEREIN DESCRIBED PROPERTY HAS BEEN DECLARED TAX DEFAULTED FOR NON-PAYMENT OF DELINQUENT TAXES FOR THE FISCAL YEAR 2008-2009 AND SUBSEQUENT YEARS, IF ANY. SALE NO. DEF090000319:
AMOUNT TO REDEEM PRIOR TO MAY 31, 2014, IS \$158,377.94.
AMOUNT TO REDEEM PRIOR TO JUNE 30, 2014, IS \$159,731.81.
AMOUNT TO REDEEM PRIOR TO DECEMBER 31, 2014, IS \$183,453.00.
PARCEL NO. 090-133-018

107.THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5, (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE, OF THE STATE OF CALIFORNIA.

### 108.ANY TAXES OR ASSESSMENTS LEVIED BY:

- A. NORTH TAHOE PUBLIC UTILITY DISTRICT
- B. TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT
- C. TAHOE TRUCKEE SANITATION AGENCY
- 109.COVENANTS, CONDITIONS AND RESTRICTIONS AS CONTAINED IN THE DEED FROM BROCKWAY LAND & WATER COMPANY, RECORDED MAY 26, 1932, AS BOOK 311, PAGE 72, OFFICIAL RECORDS.

NOTE: SECTION 12956.1 OF THE GOVERNMENT CODE PROVIDES THE FOLLOWING:

"IF THIS DOCUMENT CONTAINS ANY RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, GENETIC INFORMATION, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (P) OF SECTION 12955, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.2 OF THE GOVERNMENT CODE. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS."

### 110.INTENTIONALLY LEFT BLANK

111.AN EASEMENT OVER SAID LAND FOR UTILITIES AND INCIDENTAL PURPOSES, AS GRANTED TO SIERRA PACIFIC POWER COMPANY, A NEVADA CORPORATION, IN DEED RECORDED AUGUST 05, 1987, AS BOOK 3241, PAGE 447, OFFICIAL RECORDS.

AFFECTS: THE WESTERLY 10 FEET

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

102-41071\*2

Policy No.

O-2228-000394199---

### SCHEDULE B - PART II EXCEPTIONS (continued)

112.THE TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN AN AGREEMENT ENTITLED "STATEMENT OF INSTITUTION OF REDEVELOPMENT PURSUANT TO HEALTH AND SAFETY CODE SECTION 33373 NORTH LAKE TAHOE, REDEVELOPMENT PLAN", EXECUTED BY THE COUNTY OF PLACER, DATED JULY 16, 1996, RECORDED JULY 18, 1996, AS INSTRUMENT NO. 96-041246, OFFICIAL RECORDS.

REFERENCE IS HEREBY MADE TO SAID INSTRUMENT FOR FULL PARTICULARS.

- 113.INTENTIONALLY LEFT BLANK
- 114.INTENTIONALLY LEFT BLANK
- 115.INTENTIONALLY LEFT BLANK
- 116.INTENTIONALLY LEFT BLANK
- 117.INTENTIONALLY LEFT BLANK
- 118.AN EASEMENT OVER SAID LAND FOR ROAD PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED COUNTY OF PLACER, IN DEED RECORDED MARCH 05, 2013, AS INSTRUMENT NO. 2013-0021328, OFFICIAL RECORDS.

AFFECTS: A WESTERLY PORTION OF LOT 45.

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

119.AN EASEMENT OVER SAID LAND FOR TEMPORARY CONSTRUCTION AND INCIDENTAL PURPOSES, AS GRANTED COUNTY OF PLACER, IN DEED RECORDED MARCH 05, 2013, AS INSTRUMENT NO. 2013-0021329, OFFICIAL RECORDS.

AFFECTS: A PORTION OF SAID LAND.

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

- 120.INTENTIONALLY LEFT BLANK
- 121.INTENTIONALLY LEFT BLANK
- 122.INTENTIONALLY LEFT BLANK
- 123 INTENTIONALLY LEFT BLANK
- 124.INTENTIONALLY LEFT BLANK
- 125.INTENTIONALLY LEFT BLANK
- 126.INTENTIONALLY LEFT BLANK

102-41071\*2

Policy No.

O-2228-000394199

## SCHEDULE B - PART II EXCEPTIONS (continued)

#### 127.INTENTIONALLY LEFT BLANK

#### 128.INTENTIONALLY LEFT BLANK

129.RIGHTS OF TENANTS IN POSSESSION, INCLUDING ANY UNRECORDED LEASES AND/OR SUBLEASES AFFECTING THE HEREIN DESCRIBED PROPERTY:

- A. LUCKY 7 TATTOO/KATHLEEN ANN LANGLEY
- B. KINGS BEACH LIQUOR/RAVI GONDAL & HARJINDER SINGH
- C. NOAH'S VIDEO/JIM FYFE
- D. PLACER COUNTY WIC (WOMEN INFANT CHILDREN)
- E. BONETARIA ROSITA/ROSA AND ROGELLO RODRIGUEZ
- F. VILLAGE HAIR SALON/VELLA ESTRELLA
- G. ART STUDIO/NORMA CARDER
- H. BRIAN GONSALVES, ATTORNEY
- I. HOT DIGGITY DOG/MICHELLE OKASHIMA
- J. SUGAR PINE/BARBARA VAN MAREN
- K. TAHOE FOREST HOSPITAL DISTRICT/HOSPICE THRIFT & GIFT
- L. GREGORY SMITH CHIROPRACTIC
- M. INTUITIVE HEALING/EVON EISENBER & MARIANNE KLEMM-SCHNEIDER
- N. O&D CONSTRUCTION/ROYAL MORTIER
- O. STACEY GOODWIN
- P. JOSE DE JESUS MENDOSA RODRIGUEZ
- O. ADRIAN RODRIGUEZ
- R. ANTONIO BARRAGAN
- S. ISABELL ESTRADA
- T. MARCELA MENDOZA
- U. PATRICIO GAMEZ ARMENTA
- V. JOSE BERBER
- W. SHELBY LOGAN
- X. CARLOS LOPEZ
- Y. DAVID PERZ

# PLACER TITLE COMPANY Policy Issuing Agent for Stewart Title Guaranty Company

Order No.

102-41071\*2

103.3-06

Policy No.

0-2228-000394199

Reference

Dated

Becember 31, 2014

2:30 p.m.

Fee: \$475.00

The Company insures against loss or damage sustaned by the Insured in the event that the owner of the easement referred to in paragraph(s):

39,41,43,45,47,49,51,53,55,57,59,61,63,65,67,69,71,96

of Schedule BII shall, for the purpose of

EXERCISING THE RIGHT OF USE OR MAINTENANCE OF THE EASEMENTS

compel the removal of any portion of the improvements on the Land which encroach upon said easement.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

### PLACER TITLE COMPANY Policy Issuing Agent for Stewart Title Guaranty Company

Order No.

102-41071\*2

Policy No. 0-2228-000394199

Arbitration Endorsement

Fee: \$0.00

Section 14 of the Conditions, relating to arbitration is hereby deleted in its entirety.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: December 31 2014 at 2:30 P.M.

# PLACER TITLE COMPANY Policy Issuing Agent for Stewart Title Guaranty Company

Order No.
Policy No.

102-41071\*2

0-2228-000394199

CLTA ENDORSEMENT 100.6-06

Fee:

\$0.00

Loan No.

The Company insures against loss or damage sustained by reason of any final judgment enforcing the covenants, conditions and restrictions referred to in paragraph(s):

40,42,44,48,50,52,54,56,58,60,62,64,66,68,70,72,93,94,95,109

of Schedule B, based upon a violation thereof on the Land, present or future.

As used in this endorsement, the words "covenants, conditions or restrictions" do not refer to or include any covenant, condition or restriction (a) relating to obligations of any type to perform maintenance, repair or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions or substances except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy and is not excepted in Schedule B.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Dated: December 31, 2014 at 2:30 p.m.



